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Prepared by: First National Title, LLC, Lawrence F. Hatten, III, Attorney (MS Bar# 101536),
6880 Cobblestone Blvd, Ste 2, Southaven, MS 38672 (662) 892-6536

Return to: First National Title, LLC, 6880 Cobblestone Blvd, Ste 2, Southaven, MS 38672
(662) 892-6536

WARRANTY DEED

Grantor(s): Cynthia Collins
Address: 8153 MARY PATTON
SOUTHAVEN, MS 38671
Phone: 662-510-3034 / N/A

Grantee(s): Henriene Wiley
Address: 336 Alex Cove
Southaven, MS 38671
Phone: 773-401-6861 / None

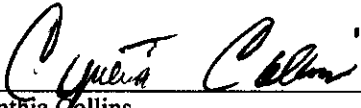
For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned Grantor, **CYNTHIA COLLINS, A SINGLE PERSON**, do hereby sell, convey and warrant unto **HENRIENE WILEY**, a single person, the following described property, together with the improvements, hereditaments and appurtenances thereunto belonging, located in the County of DeSoto, State of Mississippi, and more particularly described as follows, to-wit:

Lot 40, Second Revision to Lots 4 & 5, Greenbriar Lakes Commercial Subdivision, in Section 30, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 51, Page 29, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Said lands are subject to rights of way and easements for public roads and for public utilities; to applicable building, zoning, subdivision and Health Department regulations; to the covenants, limitations and restrictions of record with the said recorded plat of said subdivision and to which reference is hereby made; to any matter which might be disclosed by a current, accurate survey and physical inspection of said lands.

Possession is given upon the delivery of this deed; taxes for the year 2011 shall be prorated among the parties.

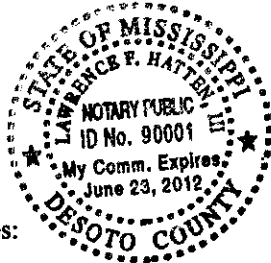
WITNESS MY SIGNATURE this 28th day of November, 2011.


Cynthia Collins

STATE OF MISSISSIPPI

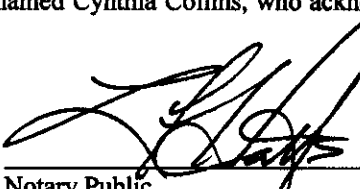
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of November, 2011, within the jurisdiction, the within named Cynthia Collins, who acknowledged that she executed the above and foregoing instrument.



(S E A L)

My Commission expires:


Notary Public

FILE #: S18929

Prepared by, and after recording, return to:

First National Title, LLC

6880 Cobblestone Blvd, Suite 2

Southaven, MS 38672 (662)892-6536

Indexing Instructions:

STATE OF MISSISSIPPI
COUNTY OF HINDS

HOME LOAN PLUS
DEED RESTRICTION
Home Loan Plus Program

Henriene Wiley

336 Alex Cove

Southaven, MS 38671

Phone: _____

STATE OF MISSISSIPPI
COUNTY OF DESOTO

The undersigned, Henriene Wiley, a single woman ("Owner(s)"), is/are the owner(s) of certain real property and improvements located at 336 Alex Cove, in Southaven (City/Town), DeSoto (County), Mississippi and more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions.

Recapture Deed Restriction
Mississippi Development Authority
NSP Program
August 2009

Initials

H. W. / [Signature]

***ANY EVENT THAT RESULTS IN THE "Property" CEASING TO BE THE PRINCIPAL RESIDENCE OF THE "Owner(s)" DURING THE "Period of Affordability" SHALL BE IN DIRECT CONFLICT WITH THE TERMS OF THIS DEED RESTRICTION; SHALL BE CONSIDERED A DEFAULT UNDER THE DEED RESTRICTION, AND SHALL REQUIRE THE RECAPTURE OF THE "HOME Investment" USED TO FACILITATE THE PURCHASE OF THE "Property" AS OUTLINED IN "Recapture Requirements" BELOW:

1. For purposes of this deed restriction, the following terms have the meanings indicated, as per the recapture requirements adopted by the Mississippi Development Authority for the HOME Program:

"MDA" means Mississippi Development Authority.

"MHC" means Mississippi Home Corporation acting as agent for Mississippi Development Authority

"HOME Investment" means the amount funded by MHC for the benefit of the Owner to assist the Owner in the purchase of the indicated Property.

"Period of Affordability" means a period of time beginning on the date of this instrument pursuant to HUD Final Rule 24 CFR Part 92.254 as follows:

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
\$14,999	5

"Net Proceeds" means the sales price of the Property less the payoff of the first mortgage on the Property and the closing costs associated with the sale of the Property.

"Net Refinancing Proceeds" means the amount of the new mortgage loan less

the payoff amount of the first mortgage on the Property which is superior to this deed restriction and the closing costs associated with the refinancing transaction.

"Owner Investment" means Owner(s) original down-payment investment, principal reductions in original mortgage amount, and/or investments made by the Owner(s) which would qualify as capital improvements under Internal Revenue Service rules.

"Pro-rata Basis" will be calculated as a ratio of the number of full months the Owner occupies the Property as its PRINCIPAL RESIDENCE to the total number of months of the "Period of Affordability" and will be expressed as a percentage.

"Maximum Recapture Amount" means the "HOME Investment" in the property purchase times one minus the "Pro-rata Basis" percentage.

"Recapture Requirements" means that if the Property does not continue as the PRINCIPAL RESIDENCE of the Owner for the duration of the "Period of Affordability" that MDA will recapture a portion of the "HOME Investment" received by the Owner(s) as calculated by using the "Pro-rata Basis" (as defined above) and the appropriate conditions of default (as outlined in numbers 3,4, or 5, below).

"Shared Net Proceeds Basis" means the amount of HOME funds to be recaptured will be determined based on the following formula:

$$\text{HOME INVESTMENT} / (\text{HOME INVESTMENT} + \text{OWNER INVESTMENT}) \times \text{"Net Proceeds"}$$

2. MHC and MDA must receive prior written notification of any sale, refinancing or foreclosure that occurs during the "Period of Affordability" assigned to the Property.
3. In the event of a sale of the Property during the "Period of Affordability", MDA will determine the "Maximum Recapture Amount" by using the "Pro-rata Basis". The

Recapture Deed Restriction
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actual amount of HOME funds to be recaptured will be based on the "Shared Net Proceeds Basis"; not to exceed the "Maximum Recapture Amount".

4. In the event of a cash-out refinancing during the "Period of Affordability", MDA will determine the "Maximum Recapture Amount" by using the "Pro-rata Basis". The HOME funds will be recaptured from the "Net Refinancing Proceeds"; not to exceed the "Maximum Recapture Amount".
5. With the exception of FHA insured loans, in the event of a foreclosure, MDA shall recapture from "Net Proceeds" up to the original amount of "HOME Investment" associated with the purchase of the Property (Under foreclosure, "Pro-rata Basis" is not used in determining recapture amount). This instrument and restrictions contained herein are subordinate to the first mortgage lien against the Property.
6. On FHA insured mortgages, HOME program restrictions on the property shall terminate upon foreclosure, transfer in lieu of foreclosure or assignment of the FHA insured mortgage to HUD. To the extent that there are any proceeds from the foreclosure or other sale of the property by HUD remaining after the HUD insured loan is paid, the remaining proceeds shall be paid to the Mississippi Development Authority.
7. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner(s) who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner(s), its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.
8. Owner(s) understands and agrees that this instrument shall be governed by the laws of the State of Mississippi and regulations of the U. S. Department of Housing and Urban Development.
9. Owner(s) understands that the Property must be the Principal Residence of the Owner(s) during the Period of Affordability. In the event the Property does not remain its/their Principal Residence, the Owner(s) will be held personally liable and must repay MDA an amount equal to the "HOME Investment", reduced proportionately for every month of the Period of Affordability that the Property served as the Principal Residence of the owner(s).
10. Owner occupant understands the Period of Affordability is for a period of 5 years beginning on the date of this instrument and ending 11/2016. At the ending date of this instrument, this deed restriction is canceled and all HUD requirements satisfied.

EXECUTED this 28th day of November, 2011.

Recapture Deed Restriction
Mississippi Development Authority
NSP Program
August 2009

Initials H. / W.

By: Henriene Wiley
 Henriene Wiley
 By: _____

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said State and County, the within named Henriene Wiley, who acknowledged that he/she signed and delivered the above foregoing instrument on the day and date therein above stated as for his/her own voluntary act and deed.

Given under my hand and Official Seal, this the 28th day of November, 2011.

(SEAL)



Lawrence F. Hatten
 Notary Public

My commission expires: _____